

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 BACKGRID USA, INC.,

11 Plaintiff,

12 v.

13 FASHION NOVA, INC.

14 Defendant.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. 2:19-cv-01476-RGK-KS

~~PROPOSED~~ **STIPULATED  
PROTECTIVE ORDER**

Hon. Karen L. Stevenson

STIPULATED PROTECTIVE ORDER

1           A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7 blanket protections on all disclosures or responses to discovery and that the protection it  
8 affords from public disclosure and use extends only to the limited information or items  
9 that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under seal.

14  
15           B. GOOD CAUSE STATEMENT

16           This is an action for copyright infringement. Plaintiff alleges that this action is  
17 likely to involve the production, exchange, and examination of confidential information  
18 for which special protection from public disclosure and from use for any purpose other  
19 than prosecution of this action is warranted. Such confidential and proprietary materials  
20 and information consist of, among other things, confidential business or financial  
21 information, information regarding confidential business practices including copyright  
22 licensing terms and fees, or other confidential research, development, or commercial  
23 information (including information implicating privacy rights of third parties),  
24 information otherwise generally unavailable to the public, or which may be privileged  
25 or otherwise protected from disclosure under state or federal statutes, court rules, case  
26 decisions, or common law.

27           By way of example, Plaintiff alleges that it was damaged by Defendant's  
28 copyright infringement because Plaintiff grants licenses to use its copyright protected

1 photographs for valuable consideration, up to hundreds of thousands of dollars.  
2 Confidential information regarding licensing terms, licensing fees, and corporate  
3 financial information will likely be produced.

4 Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately protect  
6 information the parties are entitled to keep confidential, to ensure that the parties are  
7 permitted reasonable necessary uses of such material in preparation for and in the  
8 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
9 of justice, a protective order for such information is justified in this matter. It is the intent  
10 of the parties that information will not be designated as confidential for tactical reasons  
11 and that nothing be so designated without a good faith belief that it has been maintained  
12 in a confidential, non-public manner, and there is good cause why it should not be part  
13 of the public record of this case.

14  
15 1. DEFINITIONS

16 1.1. Action: this pending federal law suit.

17 1.2. Challenging Party: a Party or Non-Party that challenges the designation of  
18 information or items under this Order.

19 1.3. “CONFIDENTIAL” Information or Items: information (regardless of how  
20 it is generated, stored or maintained) or tangible things that qualify for protection under  
21 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
22 Statement.

23 1.4. “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”  
24 Information or Items: information (regardless of how it is generated, stored or  
25 maintained) or tangible things that qualify for protection under Federal Rule of Civil  
26 Procedure 26(c), as specified above in the Good Cause Statement, and the disclosure of  
27 which would put the Producing Party at a competitive disadvantage.

28 1.5. Counsel: Outside Counsel of Record and House Counsel (as well as their

support staff).

1.6. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

1.7. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1.8. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1.9. House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1.10. Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

1.11. Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

1.12. Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

1.14. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

1.15. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

1.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

## 2. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

## 3. DURATION

Once a case proceeds to trial, all of the information that was designated as confidential or maintained pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

## 4. DESIGNATING PROTECTED MATERIAL

4.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those

1 parts of material, documents, items, or oral or written communications that qualify so  
2 that other portions of the material, documents, items or communications for which  
3 protection is not warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
6 to unnecessarily encumber the case development process or to impose unnecessary  
7 expenses and burdens on other parties) may expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 4.2. Manner and Timing of Designations. Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
13 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
14 must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic  
17 documents, but excluding transcripts of depositions or other pretrial or trial  
18 proceedings), that the Producing Party affix at a minimum, the legend  
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY  
20 CONFIDENTIAL—ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY  
21 CONFIDENTIAL legend"), to each page that contains protected material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing Party  
23 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
24 in the margins).

25 A Party or Non-Party that makes original documents available for inspection need  
26 not designate them for protection until after the inspecting Party has indicated which  
27 documents it would like copied and produced. During the inspection and before the  
28 designation, all of the material made available for inspection shall be deemed "HIGHLY

CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

4.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

5.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

5.3. The burden of persuasion in any such challenge proceeding shall be on the

Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

6. ACCESS TO AND USE OF PROTECTED MATERIAL

6.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section ~~13~~ **12** below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

6.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;



(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6.3 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to: the individuals listed in section 9.2, above, except for those listed in subsections (b) and (h), unless consented to by the Designating Party or as otherwise permitted by the Court.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification  
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or  
4 order to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall include a  
6 copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”  
12 before a determination by the court from which the subpoena or order issued, unless the  
13 Party has obtained the Designating Party’s permission. The Designating Party shall bear  
14 the burden and expense of seeking protection in that court of its confidential material  
15 and nothing in these provisions should be construed as authorizing or encouraging a  
16 Receiving Party in this Action to disobey a lawful directive from another court.

17 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
18 IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a  
20 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” Such information produced by  
22 Non-Parties in connection with this litigation is protected by the remedies and relief  
23 provided by this Order. Nothing in these provisions should be construed as prohibiting  
24 a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is subject  
27 to an agreement with the Non-Party not to produce the Non-Party’s confidential  
28 information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-  
2 Party that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party may  
11 produce the Non-Party's confidential information responsive to the discovery request. If  
12 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
13 information in its possession or control that is subject to the confidentiality agreement  
14 with the Non-Party before a determination by the court. Absent a court order to the  
15 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
16 court of its Protected Material.

17 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
21 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
22 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
23 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
24 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
25 that is attached hereto as Exhibit A.

10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

10.1 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

10.2 For the purpose of this order, “Protected Information” means documents and information in any form, including electronically stored information (“ESI”), protected from discovery by the attorney-client privilege, the work-product doctrine as defined in the Federal Rules of Civil Procedure and applicable judicial interpretations, and any other recognized privilege or protection with regard to discovery;

10.3 The production of Protected Information, whether inadvertent or otherwise, shall not constitute a waiver of the producing party’s right to assert any privilege or protection with respect to those documents in this or in any other proceeding. The privilege or protection shall be preserved both within and without this litigation, irrespective of the identity of the parties involved in any controversy in which such privilege or protection is challenged, and shall remain intact regardless of whether the individual or organization challenging or defending the applicability of such privilege or protection is a party to this agreement or to this action. Moreover, this order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Thus, in order to properly assert a privilege or protection with regard to produced Protected Information, the Producing Party shall not be required to meet the requirements of Fed. R. Evid. 502(b)—i.e., it will not have to show that the production was inadvertent, it will not have to show

1 that it took reasonable steps to prevent disclosure, it will not have to show that it took  
2 reasonable steps to rectify the error, and it will not have to show that it acted promptly to  
3 provide notice of or otherwise rectify the disclosure. Moreover, the mere production of  
4 Protected Information, without further use of that Protected Information in testimony, at  
5 trial, or on any motion other than a motion to compel as contemplated by section 13.5, shall  
6 not be deemed “intentional” pursuant to Fed. R. Evid. 502(a)(1).

7       10.4 Upon written notice of recall from the Producing Party of the production of  
8 Protected Information, the requesting party must—unless it contests the claim of privilege  
9 or protection in accordance with section 13.5—within fifteen days of receipt of that recall  
10 notice, (i) return or destroy all copies of the produced Protected Information and (ii)  
11 provide a written certification of counsel that the produced Protected Information  
12 designated in the recall notice has been returned or destroyed. Within ten days of receipt  
13 of the notification that the produced Protected Information has been returned or destroyed,  
14 the Producing Party shall produce a privilege log with respect to the produced Protected  
15 Information;

16       10.5 If the requesting party contests the claim of privilege or protection made in a  
17 recall notice, the requesting party must follow the procedure outlined in Local Rule 37 for  
18 bringing a motion to compel. That motion must not assert as a ground for compelling  
19 disclosure the facts or circumstances of the production, including any discussion of the  
20 factors listed in Federal Rule of Evidence 502(b) or evidence supporting or refuting those  
21 factors, but may describe any further use made by the Producing Party of the alleged  
22 Protected Information. The motion must be accompanied by an appropriate request to the  
23 Court to seal any portions of the motion and any exhibits filed therewith that contain  
24 Protected Information, in accordance with applicable local rules of this Court. The  
25 requesting party must take reasonable measures to prevent any further dissemination of the  
26 produced Protected Information pending resolution of the motion to compel.

27       10.6 Within fifteen days of an order denying a motion to compel regarding  
28 produced Protected Information, the requesting party must (i) return or destroy all copies

1 of the produced Protected Information and (ii) provide a certification of counsel that the  
2 produced Protected Information designated in the notice has been returned or destroyed.  
3 Within ten days of the receipt of the notification that the produced Protected Information  
4 has been returned or destroyed, the producing party shall produce a privilege log with  
5 respect to the produced Protected Information;

6 10.7 If the notice from the Producing Party of the production of attorney-client  
7 privileged or work-product protected information is made during or prior to a deposition,  
8 the requesting party may not use the produced Protected Information at the deposition in  
9 any manner except for the limited purpose of questioning the witness to ascertain the  
10 strength of the claim of privilege or protection;

11 10.8 If the Producing Party is required to produce documents previously withheld  
12 as Protected Information, and such documents were the subject of an instruction to a  
13 deponent not to answer questions at a deposition, that Producing Party will bear the expense  
14 of producing the deponent at a re-scheduled deposition to address the document(s)  
15 previously withheld as Protected Information;

16 10.9 The Producing Party retains the burden of establishing the privileged or  
17 protected nature of the produced Protected Information. Nothing in this Order shall limit  
18 the right of either party to petition the Court for an in camera review of the produced  
19 Protected Information;

20 10.10 Where the requesting party becomes aware of produced Protected Information  
21 on its own review, that party shall promptly notify the Producing Party in writing of such  
22 production. Within ten days of the receipt of that notice, the producing party must notify  
23 the requesting party in writing whether it intends to recall the produced documents. That  
24 recall notice shall be treated as a recall notice as contemplated by section 13.4;

25 10.11 Nothing contained herein is intended to or shall serve to limit a party's right  
26 to conduct a review of documents, ESI, or information (including metadata) for relevance,  
27 responsiveness, and/or desegregation of privileged and/or protected information before  
28 production.

1 10.12 The Parties may stipulate to extend the time periods set forth in sections 10.4,  
2 10.5, 10.6 or 10.10 without filing the stipulation and procuring a court order approving the  
3 stipulation.

4 11. MISCELLANEOUS

5 11.1. Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 11.2. Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
11 to use in evidence of any of the material covered by this Protective Order.

12 11.3. Filing Protected Material. A Party that seeks to file under seal any Protected  
13 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
14 under seal pursuant to a court order authorizing the sealing of the specific Protected  
15 Material at issue. If a Party's request to file Protected Material under seal is denied by  
16 the court, then the Receiving Party may file the information in the public record unless  
17 otherwise instructed by the court.

18 12. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 3, within 60 days  
20 of a written request by the Designating Party, each Receiving Party must return all  
21 Protected Material to the Producing Party or destroy such material. As used in this  
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected Material.  
24 Whether the Protected Material is returned or destroyed, the Receiving Party must  
25 submit a written certification to the Producing Party (and, if not the same person or  
26 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
27 where appropriate) all the Protected Material that was returned or destroyed and (2)  
28 affirms that the Receiving Party has not retained any copies, abstracts, compilations,

1 summaries or any other format reproducing or capturing any of the Protected Material.  
2 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
4 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
5 consultant and expert work product, even if such materials contain Protected Material.  
6 Any such archival copies that contain or constitute Protected Material remain subject to  
7 this Protective Order as set forth in Section 4 (DURATION).

8  
9 13. Any violation of this Order may be punished by any and all appropriate measures  
10 including, without limitation, contempt proceedings and/or monetary sanctions.

11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

12  
13  
14 DATED: January 10, 2020

15  
16 By:



17 Hon. Karen L. Stevenson  
18 United States Magistrate Judge  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of  
6 perjury that I have read in its entirety and understand the Stipulated Protective Order  
7 that was issued by the United States District Court for the Central District of California  
8 on \_\_\_\_\_ [date] in the case of *Backgrid USA, Inc. v. Fashion Nova, Inc.*, 2:19-cv-  
9 01476-RGK-KS. I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply  
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is subject to  
13 this Stipulated Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Central District of California for the purpose of enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of this  
18 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with this  
21 action or any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed name: \_\_\_\_\_

25 Signature: \_\_\_\_\_